

FROM : STATE FARM INSURANCE

Architecture
Space Planning
and Interior Design Solutions

Michael Hackley Architects

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8 July 2002

Mr. De La Garza & Wallace, P.C.
Attorneys and Counselors at Law
350 St. Paul Street, Suite #2650
Dallas, Texas 75201

VIA FACSIMILE AND MAIL
214.855.5020

RE: DESIGN AND DRAWING COPYRIGHT
PROJECT: LVL X RETAIL STORE TENANT BUILD-OUT PROJECT
PRINCE GEORGE'S PLAZA, MARYLAND

Dear Mr. De La Garza,

I am in receipt of your letter dated 2 July 2002. Be advised that I am a licensed architect in the state of Maryland with registration # 5227-A. I have been licensed as an architect in the state of Maryland continuously since 1980. I am also licensed in five other states.

My company, Michael Hackley Architects, was contracted by a Mr. John Lee to develop and prepare a design for this store. Over many years we have specialized in interior retail store design with many clients, including Mr. John Lee. We have designed about ten retail stores in six years just for this client. Many professional hours combined with many years of professional experience were used to create this design for this project. We have also developed and prepared specific construction drawings of our design for this project. These drawings are "instruments of professional service". As the architect of record for this project I do have ownership of the design and the drawings and this ownership is protected in the USA by copyright laws, specifically the Architectural Works Protection Act (AWCPA). The design is my creative work product. It may be considered theft or copyright infringement for others to use our design and drawings without my permission.

Be advised that there may be a misunderstanding here. We never "sell" drawings to clients. My clients do not own our drawings. Our client's pay for our professional service, not drawings. These drawings were developed and prepared as "instruments of that professional service" and are released only to be used by contractors to execute a specific project design in one specific location. Contractors may use our drawings with my permission for pricing and the actual construction of a particular tenant space.

Also, be advised that only the licensed professional that developed and prepared the drawings may change the design or drawings. It may be considered fraud for another professional or another individual to change the design and drawings without the

EXHIBIT

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FROM : STATE PROFESSIONAL

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knowledge and written consent of the licensed professional that developed and prepared the drawings. I released and transmitted copies of my drawings in good faith to Commercial Finish Group with permission to do pricing only, not the actual construction. However, it is my understanding from employees of Commercial Finish Group that they intend to change my design and use my drawings for construction that were originally intended for pricing only. Be advised that changes to the design and drawings need to be fully documented by the design professional of record, submitted and approved by the approving agencies having jurisdiction over the project in order to help protect the health, life, and safety of the public. I have not or will not authorize Commercial Finish Group or any other individual or entity to change my design and drawings without my knowledge and written permission.

The client for this project has not paid us in full for our professional services and billable expenses for this project and other projects. We have thoroughly and meticulously documented all professional fees and expenses and submitted this documentation to the client many times in the past several months for payment. We have exhausted all efforts to collect this debt by telephone, mail, email and fax without success. We keep accurate records and I can assure you that we have not been fully compensated for this project. The client has made payments to us for other professional services and expenses, but not specifically for this project. We finally had to stop work for this client on all other projects because of his failure to pay us.

We have withdrawn our permission for Commercial Finish Group to use our drawings for this project for several reasons. Some of those reasons are:

1. Employees of Commercial Finish Group have informed us of their intention to change our design without consulting us or asking our permission to do so.
2. Employees of Commercial Finish Group have informed me that they are not allowed to talk to me at the request of the client. As the architect of record for this project, it is a little hard for me to communicate with the contractor if the contractor does not speak to the architect during the duration of the construction of the project. The authorities having jurisdiction over this project require the architect to observe the project during the construction to assure that the project is constructed in strict accordance with the drawings that were submitted and reviewed by them. Any changes to the design and drawings must be submitted, reviewed, and approved by them before construction can begin.
3. My drawings were submitted to the approving agencies having jurisdiction over this project by me in order to obtain a building construction permit. The project must be constructed as per those drawings. To do otherwise, might be considered fraud. As a professional, I obviously cannot be a party to any actions that are illegal or are in contravention to any laws, rules, or regulations of this county or this state.


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4. I have not been compensated for my professional time and expenses for this project. I can prove beyond any reasonable doubt that the client has not paid for my professional services and billable expenses for this specific project.
5. Even without payment for our professional services, the totality of the above project abnormalities are too much for me to allow my design and my drawings to continue to be used by Commercial Finish Group in this manner. I again demand the drawings to be returned.

Be advised also that I introduced this client, John Lee, to your client Richard Pope of Commercial Finish Group several years ago and highly recommend his company. My client hired Commercial Finish Group, in part, due to my recommendation. Since that time Richard's company has constructed at least six stores for this client and potentially many more in the future. He has probably made a profit on each and every one of those stores. I am very surprised that Richard Pope has not yet thanked me for that introduction from which he has financially benefited in the past several years. I recently telephoned Richard, informed him that I have not been fully compensated for this project and other projects, and explained that I did not feel it was fair for him to make more profits on my design and drawings for which I have not been fairly compensated. Therefore, I am shocked and outraged that Richard Pope would threaten to sue me for his potential loss of profit on this specific project. I consider that intimidation. If it were not solely for me, Richard Pope would never have met and secured this client in the first place. I would also offer that if Commercial Finish Group constructs this space, using my design and my drawings for which I have withdrawn my permission to use, that he is interfering with my contract with this same client. In addition, comments and statements by employees of Commercial Finish Group about me to the client may have contributed to my client's sudden change in attitude towards me after my successful six year business relationship with him. Therefore, Commercial Finish Group might have already interfered with my contract with this client in this way also, and as a result, I might have additional grounds to sue for my lost profit on this project and future projects.

I offer a very simple solution to this dilemma. If Richard Pope can encourage this client, John Lee, to do the right thing: pay my professional fees and expenses as well as agree to construct the tenant space according to the approved drawings, with properly executed and approved revisions, then I can give permission for my revised drawings to be used for the construction and the project can be completed in a timely manner.

Respectfully submitted,


 MICHAEL HACKLEY ARCHITECTS P.C.
 R. Michael Hackley AIA
 Architect/President